

# **ATTACHMENT H**

# EXHIBIT 71

From: [REDACTED] </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=EE4AF8B338BC4BE0AC85140276390717-[REDACTED]>  
To: [REDACTED]  
CC: [REDACTED]  
Sent: 1/17/2023 12:45:50 PM  
Subject: RE: UM Contract  
Attachments: 2ACCSR-22-B-0002 Fully Executed.pdf; 2ACCSR-22-B-0002 MOD 001.pdf; 2ACCSR-22-B-0002 MOD 002.pdf; USPS - UM - 2022 Specialty Services Addendum.docx; USPS Matterkind Lead Gen - OBM Scope.docx

This is more related to the Ts&Cs so here are the master contract and MODs.

From: [REDACTED]  
Sent: Tuesday, January 17, 2023 12:36 PM  
To: [REDACTED]  
Cc: [REDACTED]

Subject: RE: UM Contract

I think it would depend. Have we had to do anything tied to our agreements in buying media? Bad example I know in the past some of our content with influencers we were asked to consider signing off on. I am pretty sure we make UM indemnify us even when we review.

From: [REDACTED]  
Sent: Tuesday, January 17, 2023 12:33 PM  
To: [REDACTED]  
Cc: [REDACTED]

Subject: RE: UM Contract

Hi [REDACTED]

Do you want all the task orders and associated MODs as well?

Thx,  
[REDACTED]

From: [REDACTED]  
Sent: Tuesday, January 17, 2023 12:27 PM  
To: [REDACTED]  
Cc: [REDACTED]

Subject: UM Contract

Steve, can we get a copy of the master contract for UM? And other UM mods for our reference, thx



## ORDER / SOLICITATION / OFFER / AWARD

<b>OFFEROR TO COMPLETE BLOCKS 13, 15, 21, 22, 24A and 27</b>				1. REQUISITION NO.		PAGE 1 OF 9	
2. CONTRACT/ORDER NO. 2ACCSR-22-B-0002		3. AWARD/EFFECTIVE DATE SEE BLOCK 28		4. MASTER CONTRACT NO.		5. SOLICITATION NO. 2A-22-A-0002	
7. For Information Call		A. NAME [REDACTED]		B. TELEPHONE NO. [REDACTED]		C. FAX NO.	
9. ISSUED BY Advertising & Creative Services Professional & Technical Service CMC United States Postal Service 475 L'Enfant Plaza SW, Room 1520 Washington DC 20260-1520  EMAIL: YuTe.S.Chang@usps.gov		CODE 2ACCSR		10. ACO CODE  2ACCSR		11. SOLICITATION METHOD  <input type="checkbox"/> RFQ <input checked="" type="checkbox"/> RFP <input type="checkbox"/> ORAL	
13. SUPPLIER SUB: UNIVERSAL MCCANN WORLDWIDE INC UNIVERSAL MCCANN 8060 PO BOX 7247 PHILADELPHIA PA 191708060  TELEPHONE: FAX: EMAIL:		CODE 000763858		14. BILLING ADDRESS *EINV COR-CO CERTIFY Please log onto to USPS Electronic Invoicing Portal at <a href="https://einvoice.usps.com">https://einvoice.usps.com</a> to submit all invoices electronically. Bill of Lading and/or Receiving Report Required		CODE *EINV COR-CO CERTIFY	
15. REMITTANCE ADDRESS UNIVERSAL MCCANN WORLDWIDE INC UNIVERSAL MCCANN 8060 PO BOX 74008228 CHICAGO IL 606746228  TELEPHONE: FAX: EMAIL:		CODE 00001		16. DELIVERY ADDRESS ADVERTISING & PROMOTIONS USPS 475 LENFANT PLZ SW RM 1019 WASHINGTON DC 20260-1019  TELEPHONE: DELIVER BY/END DATE: Multiple		CODE 183194	
		<input type="checkbox"/> CHECK <input checked="" type="checkbox"/> EFT					

17. ITEM NO	18. SCHEDULE OF SUPPLIES AND SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT
	This contract No. 2ACCSR-22-B-0002 (Contract) is by and between the United States Postal Service (USPS or the Postal Service), and Universal McCann (Supplier) governs the requirements for the media planning and purchasing services (the Services). Supplier will provide the Services to the USPS in accordance with the Statement of Work and the USPS Terms and Conditions.  Period of Performance Base Period: [REDACTED]  Continued ...				

23. TOTAL AWARD AMOUNT (USPS Use Only)		\$0.00
24 A. PAYMENT DISCOUNT(S) OFFERED (Offeror to the above Solicitation)		24 B. PAYMENT DISCOUNT(S) AWARDED (USPS Use Only) NET15
25. <input checked="" type="checkbox"/> The supplier is required to sign this document and return 1 copies to the issuing office. The supplier agrees, subject to the terms and conditions specified herein, to provide and deliver all items identified above and on any additional sheets.		26. <input type="checkbox"/> Award of Contract: Your offer on this solicitation is accepted as to item numbers:
27. SUPPLIER (Name, Date, Signature)  <div style="text-align: center;">             E-SIGNED by [REDACTED]              on 2022-04-01 15:09:02 CDT           </div>		28. UNITED STATES POSTAL SERVICE (CO's Name, Date, Signature)  <div style="text-align: center;">             E-SIGNED by [REDACTED]              on 2022-04-01 15:27:43 CDT           </div>

TITLE: CEO  
 TELEPHONE: [REDACTED]  
 EMAIL: [REDACTED]

TITLE: Contracting Officer  
 TELEPHONE: [REDACTED]  
 EMAIL: [REDACTED]



## CONTINUATION SHEET

REQUISITION NO.

PAGE OF

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CONTRACT/ORDER NO. 2ACCSR-22-B-0002	AWARD/ EFFECTIVE DATE SEE BLOCK 28	MASTER CONTRACT NO.	SOLICITATION NO. 2A-22-A-0002	SOLICITATION ISSUE DATE 12/30/2021
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17. ITEM NO	18. SCHEDULE OF SUPPLIES AND SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT
	<p>Options: Three (3), one (1) year term priced renewal option periods, as follows:</p> <p>[REDACTED]</p> <p>Per USPS Clause 2-20, Option Period (September 2021), Preliminary written notice of renewal to the supplier will be provided within sixty (60) days of contract expiration.</p> <p>Per USPS Clause 2-19, Option to Extend (Short Term) (October 2019), the Postal Service may require the supplier to extend and continue in performance at the same delivery/performance rate and at the unit prices specified in the schedule. The contracting officer may exercise this option by giving the supplier advance written notice of the requirement to continue performance at least thirty (30) days prior to the expiration of the contract term. This option may be exercised more than once, but the duration of each extension shall not exceed ninety (90) days and the sum of all extensions made pursuant to this clause shall not in the aggregate exceed six (6) months.</p> <p>USPS Contract Type: Indefinite Delivery, Indefinite Quantity (IDIQ)</p> <p>The contract guaranteed minimum, over the life of the contract including exercised options, is [REDACTED]</p> <p>[REDACTED] The Postal Service will not be obligated to award work once the minimum amount is reached. Any releases against the contract will be issued through Task/Delivery Orders and all funding will be applied to the individual Task/Delivery Orders.</p> <p>The labor category rates and media buying fee structure are in accordance with the rates stated in Attachment 2 - Final Pricing Schedule and Attachment 3 - Final Compensation Model.</p> <p>Travel required of and performed by the Supplier in direct performance of this Contract will be reimbursed on a reasonable and actual basis per USPS per diem with no allowance for indirect</p> <p>Continued ...</p>				

## CONTINUATION SHEET

CONTRACT/ORDER NO. 2ACCSR-22-B-0002		AWARD/ EFFECTIVE DATE SEE BLOCK 28	MASTER CONTRACT NO.		SOLICITATION NO. 2A-22-A-0002	SOLICITATION ISSUE DATE 12/30/2021	
17. ITEM NO	18. SCHEDULE OF SUPPLIES AND SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT		
	<p>costs or profit in accordance with USPS Handbook F-15. All travel must be approved in advanced in writing by the Contracting Officer's Representative (COR).</p> <p>The following attachments are incorporated into the Contract:</p> <p>Attachment 1 - Final Statement of Work Attachment 2 - Final Pricing Schedule Attachment 3 - Final Compensation Model Attachment 4 - Final Key Personnel List Attachment 5 - Final Invoicing</p> <p>Contract Officer's Representative (COR) and primary contact for all technical and or operational matters: COR Name: [REDACTED] [REDACTED] COR Phone: [REDACTED] COR Email: [REDACTED]</p> <p>Invoices must be submitted in accordance with Clause 4-1, General Terms and Conditions (see USPS Terms and Conditions), Section g. All invoices will be processed through the USPS electronic invoicing system. Services will be billed monthly.</p> <p>All payments will be made in accordance with the USPS Terms and Conditions, Section 4-1, i.</p> <p>The USPS Contracting Officer may make administrative changes and order changes within the general scope of the Contract as permitted by Clause 4-1 General Terms and Conditions, sub-section c. Changes. Sub Rept Req'd: Y Accounting Info: BFN: 677830 P [REDACTED]</p> <p>1 Media Planning and Purchasing Services Account Number: 52325</p> <p>Delivery: [REDACTED] FOB: Destination Continued ...</p>				0.00		

CONTINUATION SHEET

CONTRACT/ORDER NO. 2ACCSR-22-B-0002	AWARD/ EFFECTIVE DATE SEE BLOCK 28	MASTER CONTRACT NO.	SOLICITATION NO. 2A-22-A-0002	SOLICITATION ISSUE DATE 12/30/2021
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17. ITEM NO	18. SCHEDULE OF SUPPLIES AND SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT
2					0.00
3					0.00
4					0.00
5					

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2 - PART 2 - PROVISIONS .....7  
3 - PART 3 - CONTRACT CLAUSES.....8  
4 - PART 4 - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS .....9



**4 - PART 4 - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**Listing**

Attachment Number	No. of Pages	Attachment Title
1	5	FINAL STATEMENT OF WORK
2	1	FINAL PRICING SCHEDULE
3	1	FINAL COMPENSATION MODEL
4	3	FINAL KEY PERSONNEL LIST
5	2	FINAL INVOICING

**ATTACHMENT 3 – FINAL COMPENSATION MODEL****Sequential liability:**

The Postal Service expressly agrees that it shall be solely liable for payment of all media invoices including, without limitation, any invoices paid by the supplier to media vendors on the Postal Service's behalf. The supplier shall be liable to pay media invoices and vendors only to the extent that the supplier has been paid by the Postal Service.

**Media Services Fee:**

The contract type awarded to the supplier herein is an Indefinite Delivery-Indefinite Quantity (IDIQ) contract.

The annual task order contract type awarded to the supplier herein is fixed price with equitable adjustment.

**Media Buying Fee Scale:**

% Local + Digital Comprising Media Mix		Media Buying Fee as a % of USPS Spend	

The Postal Service agrees to meet with the supplier on a yearly basis to discuss/determine the appropriateness of the above scale based on the predicted media mix for the upcoming fiscal year. If it is determined that the above scale is appropriate for the upcoming fiscal year, then no action is needed.

However, if it is determined, based on substantial changes to the predicted media mix, that the above scale is no longer appropriate, then the Postal Service and the supplier may enter into discussions regarding possible upward adjustments. Adjustments made to the "media buying fee as a percent of Postal Service spend" will hold for the fiscal year for which the adjustment is made. Lastly, if an adjustment should happen to be made, the contract and this attachment will be modified to reflect that adjustment and signed by both the Postal Service and the supplier.

**Media Plan Building Fee:**

For year one (1), and upon signing the IDIQ contract, the Postal Service will provide the supplier with a scope of work detailing the deliverables for 2022. Upon receipt and review thereof, the supplier will propose a price to the Postal Service for the work associated with building the media plan and will calculate the media buying fee for the media buying function. Upon approval of the price by the Postal Service, the Postal Service will issue a delivery/task order to the supplier to confirm the total fee for such year.

**Billing Process:**

Each contract year, the supplier will bill the Postal Service monthly for 1/12 of building the media plan and 1/12 of the media buying fee. The scope of work and deliverables will be reviewed quarterly and, if needed, revised via a contract modification (MOD), which the Postal Service will issue to the supplier to amend the agreed upon services and fee amount. No amendment or modification will be binding unless agreed to in writing by both parties.

For each subsequent calendar year during the term, the parties agree to discuss in good faith the scope of work, deliverables, and fee for each year, which will be represented in a new delivery/task order.



## ATTACHMENT 5

### FINAL INVOICING

#### General:

The supplier shall invoice the Postal Service for the fees and expenses set forth in the applicable schedule. Payment terms are fifteen (15) days calculated from the issuance date of each invoice. Postal Service acknowledges and agrees that supplier billing and payment terms shall be subject at all times to change at the supplier's sole discretion, in accordance with its normal credit review evaluation. Notwithstanding anything to the contrary which may be contained in this contract, since the supplier may in some circumstances be required to make substantial commitments on behalf of Postal Service, it is understood that the supplier reserves the right in any such circumstance to require full or partial payment prior to commitment, or such other arrangements assuring payment as are in the judgment of the supplier appropriate or advisable under the circumstances.

#### Invoices:

The supplier's invoices to the Postal Service shall include the net placement cost of all advertising, any fees to which the supplier is entitled, and any pre-approved expenses incurred. The supplier may invoice the Postal Service for any and all media on the twentieth day of each month for all media that has run and is scheduled to run in that month except for magazine, trade print, and digital media. Trade print and digital media will be billed in the on-sale month, which is one (1) month prior to the insertion month. Magazine media will be billed two (2) months prior to the insertion month. Payment for media invoices is due fifteen (15) days from the date of invoice receipt. If necessary, the supplier will issue a final invoice upon reconciling discrepancies. Final reconciliation invoices are due upon receipt.

#### Credit Authorization:

The Postal Service agrees to execute a letter substantially in the form attached to be used by supplier as a supplement for any media vendor authorizations or credit applications submitted on behalf of the Postal Service.

#### Credit Review:

Since the supplier may, in some circumstances, be required to make substantial commitments on behalf of the Postal Service, it is understood that the supplier reserves the right in any such circumstances to require full or partial payment prior to commitment, or such other arrangements assuring payment as are in the judgment of the supplier appropriate or advisable under the circumstances.

#### Invoice Discrepancy:

In the event of a disputed charge, the Postal Service shall notify the supplier in writing of the disputed amount within thirty (30) days of the invoice date, specifically identify the reason for the dispute, and pay all undisputed amounts owed while the dispute is under review. The Postal Service and the supplier agree to use reasonable efforts to resolve disputed invoices within thirty (30) days of the supplier's receipt of the Postal Service's notice. Media purchases that conform to written purchase orders received from the Postal Service shall be considered indisputable and must be paid in accordance herewith. Likewise, any errors in media schedules that result from data or information supplied by the Postal Service shall also be indisputable and must be paid in accordance with this section.

#### Reduced Rates:

If, in a medium having a schedule of graduated rates, less space than contracted for is used, the Postal Service will pay any short rate payments and/or penalties resulting from the failure to use such contracted space.

#### Refunds and/or Credits:

The supplier shall refund or credit to the Postal Service any refunds the supplier receives for advertising time or space or services directly related to the Postal Service, provided the supplier has no overdue indebtedness at such time and that the Postal Service has previously paid for such time, space, or services.

Cancellations:

Subject to the two immediately succeeding sentences, the Postal Service expressly reserves the right, in its own discretion and for reasons deemed by it to be sufficient, to modify, reject, cancel, or discontinue any and all schedules, plans, or work in progress; and to direct the supplier to cease work in connection therewith. In such cases, the supplier shall use reasonable efforts to immediately notify all parties engaged in carrying out such schedules or plans to cease work thereon, but the Postal Service shall be liable for: (a) all media purchased which cannot be canceled; and (b) the supplier's costs and applicable fees incurred in carrying out the Postal Service's instructions. In the event the Postal Service exercises its right to cancel any media purchases or plans, the Postal Service will be and remain fully responsible and liable for any and all charges and expenses incurred in connection with the placing and cancellation of such time and/or space, including supplier's commissions and fees.



## ATTACHMENT 1 – FINAL STATEMENT OF WORK

<i>USPS Objectives</i>	<i>UM Scope of Work</i>
Recommend the best media strategy and placement for Postal Service advertising by combining cost efficiency with smart positioning for maximum effectiveness.	
Recommend the appropriate media strategy and buying mix for reaching two primary audiences: consumers (households) and business customers.	
Align the domestic marketing of international products and services.	
Maintain a comprehensive view of the overall media plan while coordinating the individual product/segment promotions.	
Meet mutually agreed upon media requirement goals (i.e., Gross Rating Points [GRPs] minimum and maximum media weight, rotation, continuity, acceptable positioning, audience target delivery, etc.), to assist the Postal Service in achieving its overall campaign goals with respect to both reach and frequency	

ATTACHMENT 1 – FINAL STATEMENT OF WORK

Secure value-added media opportunities, in addition to paid advertising, such as improved positioning, additional coverage, or cross-promotional tie ins, which will improve exposure to target audiences.	
Share Point of View (POV) on all new and emerging media, including social and digital, with the Postal Service as the media relates to the achievement of postal business objectives.	
Conduct media research as needed to support media planning and provide insight into strategy.	
Provide media management support as needed, including trafficking and administrative tasks.	
Ensure that systems and procedures are in place for conducting an effective post-buy analysis, which includes accurately measuring actual audience delivery against projections and executing a prompt and accurate make-good/make-up plan while ensuring strict adherence to postal advertising guidelines.	
Conduct media planning activities for USPS product offerings	

USPS Requirements	UM Scope of Work
The media agency must be able to provide the required services without or with limited use of subcontractors as the Postal Service is seeking a direct relationship with the chosen media agency on all matters of significance related to achieving the objectives.	
The media agency must provide adequate staffing for the achievement of the objectives and requirements as stated in this SOW/PI document. It is up to the agency to determine what is necessary in terms of staffing (i.e., number, position level, years of experience, etc.). However, the Postal Service should not be used as a training ground for inexperienced personnel. The Postal Service will review and approve the	

## ATTACHMENT 1 – FINAL STATEMENT OF WORK

resumes of any proposed key personnel as well as the makeup of the staffing prior to the beginning of the contract period. Subsequent changes to key personnel must be reviewed and approved by the Postal Service in advance of the change.	
The media agency must be able to work within the Postal Service's electronic task management system (currently Aprimo). Training will be provided to media agency staff once a contract is awarded.	
The media agency must be able to coordinate and/or provide any requested ongoing campaign logistics and support services. In this capacity, the media agency must be able to actively participate in the planning and set-up necessary to execute an advertising initiative or marketing program. Tasks may include but are not limited to campaign set-up, sourcing of responses by media channel, analytics, and media plan performance/reporting.	
In addition to providing support to the Advertising and Media Planning Department at Postal Service Headquarters, the media agency may be required to provide support to other business units within the organization. Services provided to business units other than the Advertising and Media Planning Department are referred to as "collateral services" or "collateral projects."	
Collateral services may only be provided once the collateral tasking and funding processes are complete and final approval and delivery order authorization have been obtained from the Contracting Officer (CO.)	
The media agency must manage keyword paid search to optimize campaigns based on conversions and clicks. Management includes keyword research, conversion tracking, and ad-copy testing.	
The media agency must participate in annual performance reviews. During the performance reviews, the media agency will be evaluated on a mix of hard, soft, qualitative, and quantitative measures and metrics.	
The media agency must cooperate and coordinate with other agencies, as appropriate, to provide the required services. The agency will be evaluated on this requirement during its performance reviews.	
The media agency must follow all contractual and financial-related	

ATTACHMENT 1 – FINAL STATEMENT OF WORK

directions given by the CO and all in-scope technical directions from the Contracting Officer's Representative (COR).	
The media agency must provide, to the COR, accounting period reports that reflect expenditures to date and rolled up as requested by the Postal Service.	
The media agency must provide, to the COR, a statement comparing actual agency cost to projected agency cost on a monthly basis.	
The media agency must have experience and expertise in contest laws and policies, partnerships, and linking agreements.	

<p>The media agency must provide an appropriate legal team for the fulfillment of the following requirements:</p> <ul style="list-style-type: none"> <li>- The media agency must develop, coordinate, and implement Sponsorship and Event Marketing opportunities and programs for the Postal Service that are in compliance with USPS policies as required.</li> <li>- The media agency must develop, coordinate, and implement promotional sweepstakes programs for the Postal Service, all of which must meet legal and policy requirements as requested.</li> <li>- The media agency must develop a measurement plan for all promotional programs, including both qualitative and quantitative research.</li> </ul>	
The media agency must provide its own legal staff to supply, in writing, a complete review of comments and approvals on all campaigns (including but not limited to all Promotional campaigns [i.e., contests, award programs, co-branding alliances to promote upcoming events/programs/movies]), in a timely fashion to meet campaign guidelines. It is important to note that some campaign elements must go through the Postal Service's formal Legal Compliance Process, which includes the USPS Law Department and requires added time in the schedule. The media agency must plan accordingly to meet the strict guidance for time requirements.	
The media agency must make available an attorney or attorneys to provide due diligence on all necessary Intellectual Property searches to confirm that the Postal Service has	



## ATTACHMENT 1 – FINAL STATEMENT OF WORK

the rights to use all words, slogans, images, designs, music, photographs, phrases, props, software, etc. for all creative elements. Promotion of campaigns that are in violation of others' Intellectual Property Rights are subject to the Postal Service's indemnification clauses.	
o Agency legal staff must work in cooperation with the USPS Law Department and Advertising staff. The Postal Service reserves the right to revise and update this process as needed, and continued adherence by the media agency is required. The USPS Law Department's decisions on compliance and legal matters supersede those of the agency.	
Agency staff must participate in Postal Service provided training on the Postal Service's Legal Compliance Process, which includes direction on the working relationship with the USPS Legal team and the Advertising and Media Planning team.	
When use of outside counsel is required, the agency must receive prior written approval from the CO or COR, unless the agency will not bill the Postal Service for such extra expenses.	
The Postal Service's Vice President of Corporate Communications (CC), Chief Marketing and Sales Officer (CMSO), and CO must approve all press releases that are related to Postal Service business in advance.	
While conducting business with the Postal Service under this contract, the agency should use the Postal Service to ship all of its "mailable" items for the Postal Service account while utilizing the latest products and services for domestic and international shipping.	
All talent usage information (i.e. expiration date, talent cost, etc.) must be included in all creative elements shipped to media networks, cable stations, newspapers, magazines, events (including sports), marketing sponsors, and Postal Service employees and facilities.	
The media agency must ensure, through its contracts and agreements with all paid media vendors, that the Postal Service's interests are protected should a successor agency be fully assigned any or all future paid media tasks or should the Postal Service choose to take this work in house.	
The media agency must comply with media auditing, and provide timely disclosure of media costs by channel.	

[illegible]

ATTACHMENT 4 – FINAL KEY PERSONNEL LIST

